

**Amendment to the Interconnection Agreement
Between
Sprint Communications Company, L.P.
and
Qwest Corporation
f.k.a U S WEST Communications, Inc.**

This Amendment ("Amendment") is made and entered into by and between Sprint Communications Company, L.P. ("Sprint") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, Sprint and Qwest entered into an Interconnection Agreement for service in the states of Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah and Wyoming that was executed by Sprint on July 8, 1997 and U S WEST Communications, Inc. on July 17, 1997 (the "Interconnection Agreement"); and

WHEREAS, Sprint and Qwest desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add terms, and conditions for Single Point of Presence ("SPOP") in the LATA as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, Sprint must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Sprint will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Sprint Communications Company, L.P.

Authorized Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Authorized Signature

Name Printed/Typed

Title

Date

Attachment 1

1. Single Point of Presence (SPOP) in the LATA

1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as the CLEC's physical point of presence.

1.2 SPOP in the LATA includes an Entrance Facility (EF)/Expanded Interconnect Channel Termination (EICT) and Direct Trunked Transport (DTT) options at both a DS1 and DS3 capacity.

1.3 Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:

1.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem.

1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

1.3.3 A separate trunk group to the Qwest Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:

1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.2.1 If the CLEC uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.

1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

1.5 CLEC must have SS7 functionality to use SPOP in the LATA.

1.6 If there is more than one Qwest access tandem with the LATA boundary, the CLEC must order LIS trunking to each Qwest access tandem that serves their end-user customers' traffic to avoid call blocking. CLEC must trunk to each Qwest access tandem even if there is not currently a CLEC customer base at each access tandem. CLECs only need to trunk to each local tandem where they have a customer base. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

1.7 Where CLEC requests for trunking for SPOP in a LATA that exceed fifty (50) miles, Qwest reserves the right to request negotiation of a Mid-Span meet POI.

1.8 SPOP in the LATA cannot be used in conjunction with existing CLEC LIS trunking that connect to Qwest's end office switches with tandem functionality.

1.9 SPOP in the LATA is not available for the sole purpose of delivering ISP bound, interstate in nature, traffic.

1.10 The LIS SPOP facility cannot be used to access unbundled network elements.

1.11 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in a LATA.

1.12 **Ordering**

1.12.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.

EXHIBIT A

SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC certifies that it will not originate any Exchange Access or Jointly Provided Switched Access traffic destined for subterminating offices of Qwest Access Tandems for which CLEC seeks a waiver. Or, if CLEC does originate such traffic, that CLEC will route such traffic to an Interexchange Carrier network. In addition, CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will notify Qwest of the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. CLEC will provide thirty (30) days written notice to Qwest advising of any changes in the network configuration of the aforementioned access tandems.

Under this waiver any incorrectly routed Exchange Access and Jointly Provided Switched Access traffic will be billed separately, by Qwest to CLEC, via a manual bill.

Misrouted usage will be billed, per MOU, based on Qwest's retail direct dial Message Telecommunication Service (MTS) rates, as follows:

STATE	TARIFF	RATE BASE
Arizona	Qwest Arizona Competitive Exchange and Network Services Administrative Guidelines	Business – Day Rate Per Minute
Colorado	Qwest Colorado Exchange and Network Services Tariff and Price List	Business – Maximum Day Rate Per Minute
Iowa	Qwest Iowa Exchange and Network Services Catalog	Business – Day Rate Per Minute
Idaho – Northern	Qwest Northern Idaho Exchange and Network Services Tariff	Business – Day Rate Per Minute
Idaho – Southern	Qwest Southern Idaho Exchange and Network Services Catalog	Business – Day Rate Per Minute
Minnesota	Qwest Minnesota Exchange and Network Services Price List	Business – Day Rate Per Minute
Montana	Qwest Montana Exchange and Network Services Tariff and Price List	Business – Mileage – 23 and over; Maximum Day Rate Per Minute
Nebraska	Qwest Nebraska Exchange and Networks Services Catalog	Business – Day Rate Per Minute
New Mexico	Qwest New Mexico Exchange and Network Competitive Services Price List	Day Rate Per Minute
North Dakota	Qwest North Dakota Exchange and Network Services Price Schedule	Business – Day Rate Per Minute

Oregon	Qwest Oregon Exchange and Network Services Tariff	Day Rates – Mileage – 56-124; Additional Minute
South Dakota	Qwest South Dakota Exchange and Network Services Catalog	Business – Day Rate Period – Initial
Utah	Qwest Utah Exchange and Network Services Price List	Business – Day Rate Per Minute
Washington	Qwest Washington Exchange and Network Services Price List	Business – Day Rate Per Minute
Wyoming	Qwest Wyoming Exchange and Network Services Price Schedule	Business – Day Rate Per Minute

Additionally, a manual handling fee of \$100 or 10% of total billing, whichever is greater, will be charged for each such manual bill rendered.

Late Payment charges will apply as outlined in the existing Interconnection Agreement currently in effect between the Parties.

Should misrouted traffic occur, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated.